

MASTER AGREEMENT

Between

CHARTER TOWNSHIP OF CHESTERFIELD

And

MICHIGAN AFSCME COUNCIL #25, AFL-CIO, LOCAL #1917

MANAGEMENT GROUP

January 1, 2018 through December 31, 2019

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PREAMBLE

THIS AGREEMENT entered into this 1st day of January, 2018, between the CHARTER TOWNSHIP OF CHESTERFIELD, MACOMB COUNTY, hereinafter referred to as the "Employer", and the CHAPTER LOCAL #1917, MICHIGAN COUNCIL NUMBER 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO.

WITNESSTH

WHEREAS, the laws and the State of Michigan authorize public Employees to enter into Collective Bargaining Agreements in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, Employees covered by this Collective Bargaining Agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining and negotiations conducted between their respective representatives which they now mutually desire to incorporate into this Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and benefits to be derived therefrom, the parties respectively agree:

ARTICLE 1

GENERAL PROVISIONS

A. Purpose: The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Public Acts of 1965, as amended, to incorporate into this formal written Collective Bargaining Agreement terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the Employees covered hereby.

B. Definitions:

1. "Employer" shall mean the Township Board of the Charter Township of Chesterfield, County of Macomb, State of Michigan, and its duly elected or appointed representatives.
2. "Union" shall mean Chapter Local No.1917 Michigan Council No. 25 of the American Federation of State, County and Municipal Employees and its duly elected or appointed officers or representatives.
3. "Employees" shall mean all members of the bargaining unit.
4. The term "job descriptions" shall mean those described in Article 37 hereof and recited in the Salary Schedules.

5. "Personnel and Labor Relations Committee" shall consist of the Chesterfield Township Supervisor and two elected officials as designated by the Township Board of Trustees.
 6. The term "Department" as used in this agreement is defined as either:
 - a. Finance
 - b. Treasurer's Office
 - c. Parks and Recreation
 - d. Assessor's Office
 - e. Public Works
 - f. Clerk's Office
 - g. Building
 - h. Planning and Zoning
 - i. Senior Center
 7. In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural, and whenever the masculine gender is used it shall include the female gender, and vice-versa.
 8. "Immediate Supervisor" shall mean the head of the Employee's department or any one of the three full-time officials.
- C. Recognition of Unions: Pursuant to and in accordance with all applicable provisions of Act 379 of Michigan Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all of the following Employees:
1. Assessor IV
 2. Assistant Building and Ordinance Administrator
 3. Assistant Finance Director
 4. Assistant Parks and Recreation Director
 5. Building and Ordinance Administrator
 6. Collection and Investment Coordinator
 7. Deputy Clerk
 8. DPW Superintendent
 9. DPW Assistant Superintendent
 10. Finance Director
 11. Operations and Facilities Maintenance Director
 12. Parks and Recreation Director
 13. Planning and Zoning Administrator
 14. Senior Center Coordinator
 15. Township Engineer

ARTICLE 2

EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any Collective Bargaining Agreement with any employee or with any other collective bargaining organization on behalf of Employees nor will the Employer aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining on behalf of Employees or make any agreement with any such other group or organization for any purpose whatsoever during the term of the Agreement.

ARTICLE 3

NON-DISCRIMINATION

The Charter Township of Chesterfield, either in hiring, promoting, disciplining, assigning jobs, or any other terms or conditions of employment agrees not to discriminate against any person or Employee on the basis of any protected status as defined by Federal or State law.

ARTICLE 4

NO STRIKE AND NO LOCKOUTS

- A. The bargaining unit and the Union agree that there shall be no strikes or stoppages of work or any other acts that interfere in any manner with the services of the Employer, as long as this Agreement is in force. The Union and its representatives shall process grievances only through the grievance procedure provided for in the Agreement and will not call, participate in, encourage or condone any of the aforesaid types of work stoppage while the Agreement remains in force. In the event of any such work stoppage by any Employee(s), the Union will make reasonable efforts to end such activity.
- B. During the term of this Agreement, the Employer agrees there shall be no lockout of the Employees.

ARTICLE 5

SCOPE OF AGREEMENT

- A. It is the intent of the parties that the provisions of this Agreement, which supersede all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.
- B. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by a mutual agreement in writing hereafter signed by the parties hereto.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and

that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 6

EMPLOYEE DEFINED

- A. Regular Full-time Employee: A regular full-time employee is an individual employed in a full-time position and regularly scheduled to work 40 hours per week. Regular full-time employees are entitled to benefits as specifically outlined in this Labor Agreement.
- B. Regular Part-time Employee: A regular part-time employee is an individual employed in a part-time position and regularly scheduled to work less than thirty (30) hours per week. Regular part-time employees shall not be entitled to any benefits outlined in this Labor Agreement.
- C. Temporary/Seasonal Employee: Any individual employed on a temporary or seasonal basis, as determined by the Employer, who shall be employed for no longer than a six (6) month period. If such an employee is hired as a result of an approved leave of absence or worker's compensation leave, the temporary/seasonal employee shall be employed for the term of the leave of absence. Such employee shall not be represented by this Union, and shall not be entitled to any benefits outlined in this Labor Agreement.
- D. Upon a position becoming vacant, through attrition, the Employer shall only be able to convert one (1) full-time position to part-time position during the term of this Labor Agreement. This position will be the Assessor IV for this Labor Agreement.

ARTICLE 7

UNION SECURITY

- A. Employees shall not be required as a condition of obtaining or continuing employment with Employer to do any of the following:
 - 1. Refrain of resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
 - 2. Become or remain a member of a labor organization or bargaining representative.
 - 3. Pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to a labor organization or bargaining representative.

4. Pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

ARTICLE 8

UNION DUES

- A. Employer agrees to deduct monies in accordance with the terms of the Authorization of Check-off Dues from the pay of each Employee who voluntarily executes the Authorization form. Employer shall honor any revocation of such Authorization by any Employee at any time in accordance with applicable state law. Employer agrees to notify Union of any revocation upon Employer's receipt of such notice from any Employee.
- B. Employees who voluntarily agree to the deduction of Union dues shall sign the below Authorization from:

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

Authorization for Payroll Deductions

By _____
First Name
Middle Name
Last Name

TO: Charter Township of Chesterfield

Effective _____, I hereby request and authorize you to deduct from my earnings, each month, the current dues or equivalent service fee being charged by AFSCME, Local Union No. 1917, after ninety (90) days of employment. The amount deducted shall be paid to the Treasurer of Local No. 1917, the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice, or termination of my employment.

Date _____

Signature _____

- C. The Union shall indemnify, protect, and hold the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article. In the event any action or claim is commenced against the Employer in any arbitration proceeding, or in any Court or administrative proceeding, to recover from it any sums deducted under this Article, the Union shall intervene and defend such action or claim. The Employer will not construe the above paragraph as a means of avoiding the collection of dues or service fees.

- D. Check-off deductions permitted by the Authorization for Check-off forms shall become effective the ninetieth (90th) day after employment date and when the Authorization is filed with the Employer. The amount shall be deducted, if possible from the first pay of each month.
- E. Deductions for any calendar month shall be remitted to the designated treasurer of the Local Union with a list of those for whom dues or service fees have been deducted as soon as possible after the first pay period each month.

ARTICLE 9

SPECIAL CONFERENCES

- A. The Chapter Chair and the Director of Human Resources/Designee upon the request of either party may arrange special conferences between the Union and the Employer for a discussion of important matters. Such meetings shall be between representatives of the Township Personnel and Labor Relations Committee and not more than two (2) representatives of the Local Union unless both parties mutually agree upon additional representation. Special conferences may be attended by a representative of the Council and/or a representative of the International Union, as well as the Township Attorney or a legal representative of the Township.
- B. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda, and shall not include grievances or requests for amendments in this Agreement, unless agreed to by both parties in advance. Conferences shall be held during normal working hours, unless mutually agreed otherwise.
- C. Any understanding or supplemental agreements resulting from a special conference shall be set forth in writing and approved or rejected by the bargaining unit and the Township Board within a period of fourteen (14) days following the conclusion of the special conference.

ARTICLE 10

NEW CLASSIFICATIONS

Classifications other than those listed may be added as needed and as determined by the Employer. The parties shall enter into negotiations within fifteen (15) days of such notice to establish a rate structure for the new classification.

ARTICLE 11

PRESIDENT, STEWARDS AND ALTERNATE STEWARD

- A. Employees may be represented by a steward representing all Employees in the bargaining unit. The Chief Steward shall appoint an alternate Steward. Within fifteen (15) days after

the effective date of this Agreement, the Union shall have an election for new officers and will furnish the Employer with a list of stewards and officers of the Union as elected and the Employer may rely on such list unless and until it is furnished with a revised list which shall be effective upon receipt of such list by the Employer. To hold the office of steward, the Employee must have a minimum of six (6) months' seniority with the Employer.

- B. The Local Union Chapter Chair and/or Steward shall be allowed reasonable time off without loss of pay to perform the following:
1. A steward may investigate and present a verbal or written grievance to an Employee's immediate supervisor.
 2. The Union Chapter Chair may discuss a written grievance with the Employee(s) and/or designated representative(s) of the Employer, and the Local Chapter Chair and the applicable Steward may otherwise attend meetings and hearings in the grievance procedure.
 3. The Local Union Chapter Chair and designee, may use time to go to Council 25 offices in connection with an existing grievance in the grievance procedure or under investigation (when the same cannot be handled by a telephone conference.)

It is understood that the time mentioned in sub-paragraphs 1. and 2. will be allotted on the day of request at any time after 1:00 p.m. As to subparagraph 3., only six (6) such trips per contract year for no more than four (4) hours per trip shall be paid and at least forty-eight (48) hours' notice to the Immediate Supervisor is required unless otherwise waived by the department head.

- C. The Local Union Chapter Chair and a Steward, and not to exceed two (2) other Employees, will be allowed reasonable time off without loss of pay during the last sixty (60) days of the term of this Agreement, or during any period of extension of this Agreement following its specified termination date, to engage in collective bargaining with representatives of the Employer concerning a successor Collective Bargaining Agreement, Limited to actual negotiations with management. At least 48 hours' notice to Director of Human Resources/Designee is required unless otherwise waived by the Director of Human Resources/Designee.

ARTICLE 12

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the Employer's affairs.
- B. Any employee having a grievance in connection with his/her employment must present it to the Director of Human Resources, in writing, within ten (10) days after the date the employee/Union knew or should have known of the alleged violation. The grievance shall state the specific portion(s) of the contract that have been allegedly violated and the

specific remedy. The Union may submit a class-action grievance provided it alleges the violation of a specific article or section in which the results would be the same for each employee involved in the grievance. Grievances must be presented as follows:

1. STEP 1: WRITTEN – HUMAN RESOURCES: A meeting shall be held between the Parties within fifteen (15) days of receipt of the written grievance by the Director of Human Resources to discuss the grievance. Within ten (10) days after the completion of the meeting, Human Resources shall give a written response.
2. STEP 2: GRIEVANCE APPEAL PROCESS: The Parties, if mutually agreeable, can utilize the services of a mediator provided through the Michigan Employee Relations Commission. While mediation is an attempt to resolve the grievance in a manner that is satisfactory to both Parties, such mediation shall not be binding on any of the Parties. At the conclusion of the mediation process, if the Parties do not resolve the grievance in writing, the Parties shall sign a joint written statement that the grievance is unresolved.
3. STEP 3: ARBITRATION: If the grievance is not satisfactorily settled at Step 2, the Union has twenty (20) days from the date of the Step 2 written statement or Step 1 response, to file for arbitration, by sending a Notice of Intent to Arbitrate to the Director of Human Resources. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration. The Notice of Intent to Arbitrate shall identify the name of the Arbitrator selected by the procedure set forth below.
 - a. Selection of The Arbitrator: Within thirty (30) days of the written demand for arbitration, the party seeking arbitration shall notify one of the arbitrators from the permanent panel of arbitrators who are listed in this Article. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.
 - b. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
 - c. An arbitrator may be removed from the list by written consent of both parties during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty days after such removal, the Parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
 - d. The Party seeking arbitration shall notify the arbitrator within 10 days of his/her selection and begin to arrange the scheduling of the arbitration hearing.

C. Authority of the Arbitrator:

1. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with in any way, the terms of this Agreement or of applicable laws, rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
2. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment.
3. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an award or recommendation on the merits of the grievance.
4. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
5. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
6. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
7. The fees and approved expenses of an arbitrator will be shared by both parties.

D. General Conditions:

1. The Parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by State or Federal Statute or Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing.
2. Computation of Back Wages: All claims for back wages shall be reduced by any unemployment compensation received during the period in question.
3. Time of Appeals: Any grievance not appealed within the time specified in the particular step of the grievance procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the grievance shall be deemed automatically positioned at the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answering.

4. Nothing contained herein shall be intended to limit an employee's right to discuss normal customary administrative situations with his/her immediate supervisor.
5. Nothing contained herein shall be deemed to limit the rights guaranteed by existing statutes or court decisions.
6. Time limits may be extended or shortened by mutual written consent of the Parties.
7. All references to days as they pertain to the grievance procedure shall mean working days, i.e., Monday through Friday. They do not include Saturdays, Sundays and designated holidays.
8. Records, reports and other information pertaining to a grievance which is requested by the Union shall be made available to the Union, provided the proper representative of the Union makes a request for the specific document referenced above.

E. Panel of Arbitrators

1. Mark Glazer
2. Katherine VanDagens
3. Tom Gravelle

ARTICLE 13

PERSONNEL FILE/DISCIPLINE

- A. Personnel File: The Employer will maintain a personnel file for each Employee. The personnel file will be located in the Human Resources Department. There will be only one (1) personnel file for each Employee.
- B. Discipline:
1. The Employer shall not discipline or discharge any Employee with seniority without just cause.
 2. The Employee shall have the right to Union Representation at the time disciplinary action is imposed and shall be advised of that right, unless the Employee is not available in which case the Union will be provided with a copy of the disciplinary action.
 3. Disciplinary action shall be corrective in nature and include verbal warning, written reprimand, suspension and discharge. Discipline will generally be progressive, but could be accelerated depending on the nature of the issue.
 4. The Elected Official/Department Head shall provide the Employee with charges and specifications in writing at the time of discipline.
 5. The Elected Official/Department Head will inform the Union that an Employee has been disciplined in instances of written reprimand, suspension and discharge.

6. The Employer shall maintain personnel files consistent with the Bullard/Plawicki Right-To-Know Act.
7. Materials relating to disciplinary action which are placed in the file shall remain in the file for a period of time not to exceed one (1) years, unless otherwise stated in the disciplinary action, at which time they will be destroyed, providing that there has been no subsequent recurrences of the kind of behavior which led to disciplinary action.
8. The Employer will not take into account any prior infraction that occurred more than two (2) years previously.
9. The Employer agrees that any documented disciplinary action will be given to the Employee and placed in his/her personnel file.

ARTICLE 14

PROBATIONARY PERIOD

- A. Probationary Period for New Full-time Employees: A full-time employee, newly hired into this bargaining unit, shall be considered a probationary employee for the first six (6) months of employment from the date of hire, to determine their ability to perform duties assigned to them. Anytime during this period the Employer may terminate the employee, and such employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement.
- B. Probationary Period for New Part-time Employees: A part-time employee, newly hired into this bargaining unit, shall be considered a probationary employee for the first nine (9) months of employment from the date of hire, to determine their ability to perform duties assigned to them. Anytime during this period the Employer may terminate the employee, and such employee shall not have recourse to the Grievance Procedure or Special Conferences provisions of this Agreement.
- C. Probationary Period for Employees Who Have Had a Change in Classification: An employee who has had a change in classification shall have a probationary period of one (1) month from the date of change in classification to demonstrate that he/she has the ability to successfully perform the duties assigned to them. If he/she is not capable of fulfilling the requirements, he/she may be reverted to his/her previous classification without prejudice. During the probationary period, the employee may choose to return to his/her previous classification without prejudice.
- D. Newly hired probationary full time or part time employee's employment with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee nor the Union shall have recourse to the grievance procedure over such termination.

ARTICLE 15

MANAGEMENT RIGHTS

- A. The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, the Township Ordinances and any modifications made thereto and any resolution passed by Township elected or appointed officials. Further, all rights which ordinarily vest in and are exercised by the Employers except such as are specifically relinquished herein are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing the right to:
1. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services , material or methods of operation;
 2. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
 3. Subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;
 4. Determine the number, location and type of facilities and installations;
 5. Determine the size of the work force and increase or decrease its size;
 6. Hire, assign and lay off Employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day by seniority;
 7. Permit municipal Employees not included in a bargaining unit work when in the opinion of the three (3) full time elected officials this is necessary to continue municipal services;
 8. Direct the work force, assign work and determine the number of Employees assigned to operations;
 9. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish commensurate wages for any new or changed classifications;
 10. Determine lunch time, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
 11. Establish work schedules;
 12. Discipline and discharge Employees for cause;

13. Adopt, revise and enforce working rules and carry out cost and general improvement programs; all revised work rules will be posted seven (7) days prior to effective date;
 14. Transfer, promote and demote Employees from one classification department or shift to another by seniority;
 15. Select Employees for positions and to determine the qualifications and competency of Employees to perform available work.
- B. The Employer agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed are retained by the Employer and that the Union further agrees to waive its rights to grieve concerning the contemplation, approval, application, implementation or adoption of any management right.

ARTICLE 16

SENIORITY AND CLASSIFICATION LISTS

- A. Seniority shall apply only for purposes of layoff and recall and wherever else specifically provided for in this Agreement.
- B. In all cases, however, the application of seniority is expressly subject to and conditional upon a senior Employee who is exercising bumping rights having the ability and qualifications, without extensive retraining, of being able to perform the available work in a satisfactory manner.
- C. The Employer shall maintain up-to-date seniority and classification lists, containing the names and job titles of all Employees in the bargaining unit entitled to seniority and copies of such lists shall be furnished to the Union upon execution of this Agreement. The Union shall be notified in writing within five (5) working days of any changes in said list during the term of this Agreement.

ARTICLE 17

LOSS OF SENIORITY

An Employee shall forfeit her/his seniority for the following reasons:

1. She/he resigns or terminates her/his employment with the Township.
2. She/he is discharged and the discharge is not reversed under the grievance procedure.
3. She/he is absent from work without notice to the Employer for three (3) consecutive working days. Upon the expiration of such period, the Employer will send written notice to the Employee by registered mail, return receipt requested, to her/his last known address that her/his seniority has been forfeited and her/his employment terminated.

4. She/he fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement. In special cases, the Employer may make exceptions.
5. She/he fails to return to work after having been on a leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in subparagraph 3.
6. She/he retires.
7. She/he accepts any employment elsewhere during a period of time while she/he is on an approved leave from Chesterfield Township.

ARTICLE 18

LAYOFFS

- A. The word "layoff" means a reduction in the working force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Temporary and seasonal will be laid off first. Probationary Employees within the affected seniority group will be second, then, other Employees in the group by lowest to highest seniority. A qualified seniority Employee will have bumping rights within her/his seniority group first. If the laid off Employee is unable to exercise seniority in her/his own seniority group, she/he may then displace an Employee with lesser seniority in the other seniority group, if minimum qualifications are met and she/he can perform the work in the other seniority group. Bumping must be requested in writing at least five (5) calendar days from the effective date of layoff. In no instance shall the Employer be obligated to promote an Employee instead of laying off said Employee.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Chapter Chair of the Local Union shall receive a list from the Township of the Employees being laid off on the same date the notices are issued to Employees.
- D. An Employee's seniority shall accrue during layoff. During a layoff, no fringe benefits will accrue to the employee except that the period of the layoff will be added to the employee's years of service when calculating longevity upon a return to work. In no event shall a layoff exceed two (2) years. In the event an employee is not recalled to work within two (2) years from the date of layoff his/her employment will be terminated. Thirty (30) days prior to the employee losing seniority the Employer will send by certified mail notice that he/she will lose seniority and will be terminated. If the Employee wished to reimburse the pension fund for the contribution the Township would have made (except for the layoff) during the period of layoff, retirement benefits shall accrue for the layoff period.
- E. No regular full-time Employee shall be laid off while temporary or seasonal Employees remain working in the same seniority group.

ARTICLE 19

RECALL PROCEDURE

After a layoff, Employees shall be recalled in the inverse order of the layoff, subject to the Employee being able to perform the available work in a satisfactory manner, without extensive retraining and with qualifications that are job specific. The Employer shall give the Employee written notice of recall by certified mail, return receipt requested, to the Employee's last known address. If the Employee fails to report for work after being recalled to work in her/his own classification with seven (7) calendar days after delivery by the post office at said address of said recall notice, the Employee shall be considered as having terminated her/his employment.

ARTICLE 20

SUBCONTRACTING

No subcontracting will be done if it would cause a layoff of any of the present employees in the divisions of the Bargaining Unit at the date of this contract.

ARTICLE 21

DUTY RELATED LEGAL ACTION

- A. When any claim is made, or any civil action is commenced, against an Employee for actions taken by the Employee in the performance of his/her duties and while in the course of his/her employment while acting within the scope of their authority, the Township shall provide and furnish appropriate legal representation.
- B. The Employer may compromise, settle and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the Employee as the result of any civil action for personal injuries or property damage caused by the Employee while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the Employee, pay, settle, or compromise the judgment. Exempt from the application of this provision is any conduct or action of an Employee who is under the influence of intoxicants or illegal drugs. The Employer will make the selection of the attorney or attorneys to represent Employees in any particular matter. Anything in this Article to the contrary notwithstanding, the Employer's obligation to indemnify the Employee or pay, settle or compromise any judgment rendered against the Employee shall be limited to the extent of the Employer's insurance coverage.
- C. The Employer agrees to hold harmless and indemnify all Employees covered by the Collective Bargaining Agreement from all reasonable attorney fees, costs or expenses incurred as a result of criminal charges arising out of their employment (in accordance with paragraph 2 of this section).

The Employee shall be entitled to an attorney of his/her choosing for representation in criminal charges arising out of his/her employment and the Township shall reimburse the Employee for reasonable attorney's fees, costs and other expenses incurred in the defense of the criminal charge if the Employee is found not guilty or the charges are withdrawn or dismissed.

ARTICLE 22

JOB OPENINGS

Employees shall have the right to apply for a vacant position, in writing, following the process determined by Human Resources. The Employer shall consider such application from an employee, however; the Employer shall fill such vacancy with the most qualified applicant. The Employer has the sole and exclusive right to determine the most qualified applicant.

ARTICLE 23

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

Temporary assignments are made at the discretion of the Employer in order to ensure the orderly performance and continuity of services. The temporary assignment must be authorized in advance by the Department Head/Elected Official and Human Resources when an employee will be functioning in a higher classification due to the absence of the higher classified employee, in excess of three (3) continuous working days. A regular employee temporarily assigned to a higher classification for a period in excess of three (3) continuous working days will receive the minimum rate of the higher classification or one (1) step added to their current salary, whichever is greater.

The employee temporarily assigned must have the current ability to do the available work and meet the minimum qualifications of the higher classification.

ARTICLE 24

REIMBURSEMENT OF EDUCATIONAL EXPENSES

If the Employer authorizes an Employee to take college classes or schooling, (with the ultimate goal of attaining a Master Degree or Bachelor of Science Degree), relative to the Employee's job, upon successful completion of individual courses of a "C" or better, the Employer shall reimburse the expenses of schooling, including books, and tuition for said schooling. The Employer shall consider in terms of promotion and reclassification the successful completion of said schooling as well as the other criteria provided in this Agreement for promotion and reclassification. All attendance at seminars approved by the Employer shall be fully paid for by the Township and not be subject to reimbursement by the Employee. Seminars shall include those (but not limited to) administered by the Michigan Municipal League and Michigan Township Association.

The reimbursement is subject to the Employee agreeing to repay the Township for any education reimbursement if the Employee leaves the Township in less than three years after the reimbursement is made. The repayment will be a deduction from payroll.

An employee must perform work for 1040 hours to be entitled to receive full tuition reimbursement benefits during the previous calendar year. An employee shall be entitled to receive one half of their tuition reimbursement benefits as set forth if they perform work for 520 hours in the previous calendar. An employee who works less than 520 will receive no tuition reimbursement benefits for the year.

At the request of one of the three fulltime officials an authorization to release information form must be completed and returned to the requestor. The form must be from the attending college.

The Employer shall pay for any license or certification an Employee must attain and maintain.

ARTICLE 25

LEAVE OF ABSENCE

A. Full-time employees are eligible and may request a leave of absence in writing for any of the following reasons:

1. Personal Leave
2. Medical Leave for Employee and/or Family
3. Military

B. Provisions:

1. Personal Leave of Absence:

- a. An employee may be eligible for a Personal Leave upon completion of 12 months of service from their full-time date of hire.
- b. An employee absent from work for more than fifteen (15) consecutive working days shall be required to apply for and submit a request for Personal Leave in writing using forms required by Human Resources.
- c. All requests for a Personal Leave must be submitted with as much possible notice prior to the effective date of the Personal Leave.
- d. While on an approved Personal Leave, an employee must exhaust all compensatory time and paid time off, less five (5) days.
- e. An approved Personal Leave shall not exceed six (6) months.
- f. An employee approved for a Personal Leave shall not accrue credited service for retirement during the time which the employee is on said Personal Leave without pay.

- g. While on an unpaid Personal Leave, benefits will be cancelled at the end of the month from the point of unpaid status. Upon return from an unpaid Personal Leave of Absence, insurance benefits will be reinstated in accordance with the waiting periods as outlined in this Labor Agreement.
 - h. The Elected Official/Department Head and the Director of Human Resources/Designee shall approve or disapprove all requests for Personal Leave. The Employer shall have the sole and exclusive right to approve or disapprove leaves, ensuring the needs of the Township will be met.
 - i. An employee that fails to report for duty upon expiration of a Personal Leave shall be subject to loss of seniority as outlined in this Labor Agreement.
2. Medical Leave of Absence for Employee and/or Family:
- a. An eligible employee who is unable to work due to his/her own medical condition caused by an illness or injury or the medical condition of a family member caused by illness or injury may request a Medical Leave.
 - b. An employee may be eligible for a Medical Leave upon completion of 6 months of service from their date of hire.
 - c. A family member shall be defined pursuant to the Family Medical Leave Act.
 - d. An employee absent from work for more than five (5) consecutive working days shall be required to apply for and submit a request for Medical Leave in writing using forms required by Human Resources.
 - e. All foreseeable requests for a Medical Leave must be submitted in writing to the Department Head at least thirty (30) days prior to the effective date of the Medical Leave.
 - f. An eligible employee must complete a request for Medical Leave of Absence and Certification of Health Care Provider form provided by the U.S. Department of Labor.
 - g. Medical certification must be received by Human Resources within 15 days from the employee's last day worked.
 - h. While on an approved Medical Leave, an employee must use paid time off, to cover any elimination period related to Short Term or Long Term Disability.
 - i. Medical Leaves can be approved for a period of no more than six (6) months. Medical Leave requested beyond six (6) months, may be approved for an extension, but not to exceed an aggregate total of no more than twelve (12) months.
 - j. Medical Leave extension requests must be submitted in writing at least five (5) working days prior to the expiration of the current approved Medical Leave.
 - k. An employee on an approved unpaid Medical Leave shall not accrue credited service for retirement during the time which the employee is on said Medical Leave without

pay.

- l. While on a Medical Leave, benefits will be cancelled at the end of the tenth month of an approved medical leave. Upon the return from a Medical Leave where benefits are cancelled, such benefits will be reinstated in accordance with the waiting periods as outlined in this Labor Agreement.
 - m. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for Medical Leave and/or Medical Leave extension at the Employer's expense.
 - n. The Elected Official/Department Head and the Director of Human Resources/Designee shall approve or disapprove requests for Medical Leave, ensuring the needs of the Township will be met.
 - o. In order to return from a Medical Leave, the employee must have the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, a medical examination may be conducted at the Employer's expense.
 - p. Failure to report for duty upon expiration of a Medical Leave shall be subject to loss of seniority as outlined in this Labor Agreement.
3. Military:
- a. The Employer complies with the Uniform Services Employment and Re-employment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee, whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Elected Official/Department Head or designee of the upcoming military service requirements.
 - b. Benefits provided for employees absent under this Article shall be provided consistent with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services as determined by Human Resources. Employees absent under USERRA should provide the Township with a copy of his/her military orders.
4. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Leaves will run concurrent with any FMLA eligible Leave.

ARTICLE 26

BEREAVEMENT LEAVE

An Employee will receive five (5) days off with pay, not chargeable to paid time off accumulation, for bereavement of the Employee's spouse, children, mother and father.

An Employee will receive three (3) days off for bereavement of the Employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, grandparent, grandchildren, step-parent, step-grandchildren, brother, sister, father-in-law and mother-in-law.

An Employee will receive one (1) day off for bereavement of the Employee's aunt, uncle, grandparent-in-law, niece and nephew. An Employee may take an additional two (2) days off, deducted from paid time off or compensatory time.

In the event of a death of an Employee's natural mother, natural father, children or spouse, the Employee upon request may use two (2) additional days, deducted from paid time off or compensatory time.

For attendance of out-of-state funerals an additional two (2) days may be taken, deducted from paid time off or compensatory time.

ARTICLE 27

PAID TIME OFF

A. The purpose of Paid Time off (PTO) is to provide employees with flexible paid time off from work that shall be used for such employee needs as sick time, vacation, personal business and other activities and needs, without disrupting the operations of the department.

B. The following schedule shall apply to full time employees:

<u>YEARS OF CONSECUTIVE SERVICE COMPLETED</u>	<u>ANNUAL AMOUNT OF PTO DAYS</u>
Less than 5	28 days
5	33 days
10	38 days
15	43 days

C. Employees shall accrue fourteen (14) PTO days at date of hire, and then in total on that anniversary date throughout employment. Unused PTO will be paid to the Employee after each Employee's anniversary date based on original full-time date of hire, payments not to exceed 50% of annual amount of PTO days.

D. Paid Time Off shall be available for use upon accrual.

E. In order to implement PTO, existing employees shall receive a pro-rated accrual of sick leave and personal days from January 1, 2018 to the employee's anniversary date in 2018. On the employee's anniversary date in 2018, any unused sick or vacation time shall be paid out to the employee. Upon the anniversary date in 2018 and going forward, the full scheduled PTO amount will be accrued.

F. Paid Time Off requests shall be reviewed by the Elected Official/Department Head, and must be approved in advance. For time off requests of one (1) week or more, the request must be submitted two (2) weeks in advance. All other time off requests must be submitted twenty-

four (24) hours in advance, unless the request is for unforeseen circumstances in which case a thirty (30) minute notice is expected. Any approval shall be at the Elected Official/Department Head's discretion to ensure efficient operations.

- G. Upon termination of employment, an employee shall be compensated for the balance of his/her Paid Time Off at the rate of pay said employee received at the time of termination.

ARTICLE 28

HOLIDAYS

- A. The following shall be paid holidays:

- Dr. Martin Luther King's Birthday
- Presidents Day
- Good Friday
- Memorial Day
- Fourth of July
- Employee's Birthday
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Day after Christmas
- New Year's Eve Day
- New Year's Day

If any of the foregoing holidays shall fall upon a Saturday, the preceding Friday shall be observed as the holiday. When holidays fall on Sunday, the holiday shall be observed on the following Monday. When Christmas Eve or New Year's Eve falls on a Sunday and Christmas Day or New Year's Day on Monday, the Christmas Eve holiday shall be observed on Tuesday.

- B. In order to qualify for holiday pay, an Employee must work his last scheduled shift prior to the holiday and his first scheduled shift following the holiday. Excused absences, such as a bona fide sickness, compensatory time or approved paid time off will qualify the Employee for holiday pay.
- C. Employees required to work on one of the holidays listed in Paragraph 1., above will receive their holiday pay (at straight time) as scheduled, plus double their regular rate of pay for all authorized hours worked on the holiday.
- D. An Employee may opt to receive compensatory time in lieu of being paid in accordance with Paragraph C., above.

ARTICLE 29

WORKING HOURS - STANDARD WORK WEEK

- A. The normal weekly work schedule will consist of five (5) shifts of work, commencing on Monday and ending on Friday. The regular workweek and workday for Employees covered by this Agreement shall be as follows:

Bargaining Unit Employees - The regular workweek shall consist of forty hours (40) hours per week, consisting of five (5) eight hour days (with one hour lunch). For Parks and Recreation Employees, hours per day may vary to accommodate programming event schedules totaling 40 hours per week.

- B. An Employee may be required to attend a board meeting when an agenda item pertaining to their department is on the board agenda. The determination of whether or not the Employee has to attend said board meeting will come from a full time board member no later than the Thursday after the agenda closes. Time required to be at the board meeting will be treated as flex time. Flex time is calculated hour for hour and must be used during the same week it was earned.

ARTICLE 30

OVERTIME PREMIUM

- A. All hours worked in excess of the standard workweek as described in Article 29 shall be considered overtime and shall be paid at one and one half (1 ½) times the Employee's rate of pay. Employee will be paid or be allowed to build up compensatory time in lieu of overtime as specified in Section 2 of this Article. All overtime and payment of overtime is to be approved by the Immediate Supervisor.
- B. Compensatory Time: The Employer and the Employee have the right to allow for compensatory time mutually agreed to by both parties. If compensatory time is to be used, then the employee is expected to work their full shift on the day that the overtime is assigned. All compensatory time, with the exception of emergency situations, must be approved as compensatory time prior to it being worked. Any overtime worked to be accumulated for compensatory time will be at overtime rate. Compensatory time not used during the calendar year will be paid out in a lump sum payment on the first pay period of December each year. If an Employee leaves the employment of the Township, they shall be compensated for 100% of their accrued compensatory time. Compensatory time will be approved in writing by one of the three full-time officials. The Employee shall provide to the Supervisor office written documentation of compensatory time.
- C. Emergency Weather Conditions: In the event that two (2) of the three (3) full-time Elected Officials, Supervisor, Clerk and Treasurer, determine that the Township offices should be closed due to emergency weather conditions, the Employees covered by the terms of this Agreement shall not be required to report to work or may leave early from work (except such Employees as are required to perform essential functions of the Township) and the loss of time shall not be charged against the Employee's regular pay or leave days;

provided, regular pay shall continue during the hours the Employees would otherwise have been required to work except for the emergency weather conditions.

ARTICLE 31

RETIREMENT AND RETIREE INSURANCE

- A. For full time employees hired into the Township prior January 1, 2018:
1. The Employer agrees to continue to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 6-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two (2%) percent employee contribution. Full time employees hired after January 1, 2014 will be eligible for MERS benefits based on age 60, 10-V.
 2. Based upon length of service at the time of retirement, an Employee with at least fifteen (15) years of full time service and age fifty-five (55) is eligible for and will receive full retiree medical and prescription benefits including dental and optical coverage for the retiree and spouse at the time of retirement, and eligible dependents (as determined by the Employer) of the retiree.
 3. An Employee who retires from the Township under the MERS pension plan and is receiving MERS retirement payments, will be eligible for medical and prescription benefits including dental and optical coverage from the Township as described in Section 2., above. For an employee hired into the Township prior to January 1, 2010, the Employer will provide the same coverage to eligible retirees as they had upon retirement, until such time as the retiree is eligible for the Medicare Program.

For an employee hired into the Township after January 1, 2010, the Employer will provide the same coverage as active employees including any future negotiated changes, at the Employer's discretion, until such time as the retiree is eligible for the Medicare Program. Employees hired into the Township after January 1, 2010, will have the ability to voluntarily elect to have his/her retiree healthcare governed by paragraph B.2., below and receive a \$5,400 contribution to that Plan for each year of prior Township service, then the contribution amounts in B.2., will apply for future Township service. These employees must make this election by June 29, 2018. For these employees who have elected this option, they will be eligible for the Medicare Program as described below.

For Paragraph 3., above, retirees and/or their eligible spouse shall apply and participate in the Medicare Program, when eligible, and must obtain parts A & B at their cost. At that time, the Employer's obligation shall be only to provide medical and prescription drug coverage that will coordinate or supplement with the Medicare Program. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage. Dental and optical coverage will continue to be provided at the Township's cost for the retiree and eligible spouse.

4. Upon retirement of an Employee from employment with the Employer, until his or her death, the Employer will continue group life insurance coverage in the amount of \$15,000.00 for the retiree only.
 5. A retiree who elects not to participate in the Employer's medical and prescription drug plans and who does have coverage elsewhere, shall receive an annual insurance waiver payment of \$2,000.00 for a single contract, and \$4,000/00 for a two-person/family contract. The retiree shall only be entitled to receive the insurance waiver payment until they are enrolled in the Medicare Program. At that time eligibility will cease.
- B. For full-time employees hired into the Township on or after January 1, 2018:
1. The Employer agrees to continue to provide Michigan Employees Retirement System (MERS) benefits as follows; B-2 (2% multiplier), 10-V, age 60, FAC-5, calculated on base wages only (no add-ons), no purchasing of years, two (2%) percent employee contribution.
 2. Will not be eligible for or receive any Employer provided retiree medical, prescription drug, dental coverage, vision coverage and life insurance. The eligible employee, however, shall receive \$100.00 per pay period deposited by the Employer into the Defined Contribution Retirement Plan, or another savings vehicle, as determined by the Employer with the annual amount not to exceed \$2,600.00 per year. Employees shall be immediately vested in these Employer contributions.

ARTICLE 32

LONGEVITY PAY

- A. Each eligible Employee on the payroll, prior to August 1, 2006, shall receive longevity pay in accordance with the following schedule, in addition to the regular salary. The percentage below is to be applied to annual base salary in effect during the work period preceding the anniversary of hire date. Upon completion of five (5) or more continuous years of service with the Township, as of the anniversary date of employment in each year as follows, the Employee shall be entitled to the annual longevity payment indicated:

<u>Years of Continuous Service With the Township</u>	<u>Percent of Base Pay</u>
5 through 9	5%
10 through 14	6%
15 through 19	7%
20 and Up	8%

Employees hired after August 1, 2006, longevity pay will be as follows:

5 through 9	5%
10 through 14	6%
15 and Up	7%

Employees hired after July 21, 2014, longevity pay will be as follows:

10 through 14	\$1,500
15 and Up	\$2,000

- B. Longevity pay shall be payable (in a lump sum payment) to an eligible Employee in the month of November of each year during the term of this Agreement. Upon the death or other termination of employment with the Township (excluding layoffs lasting less than six (6) months), of an Employee, she/he, or her/his legal representative in the case of death, shall be paid her/his longevity pay for the current period on a prorated basis computed from the anniversary hire date to the date of death or retirement as the case may be. For the above purpose, "continuous service" with the Township shall be interrupted by any period of inactive employment lasting in excess of six (6) months, including, without limitation, such a period caused by layoff, unpaid leave of absence, suspension, discharge or quit.

ARTICLE 33

JURY DUTY

- A. An Employee who serves on jury duty or is subpoenaed will be paid for her/his regular pay. The amount actually received for such jury service (excluding mileage), under procedures established by State law, will be returned to the Township.
- B. All days served in jury duty or for a subpoena are to be considered regular working days and not deducted from accumulated Paid Time Off.
- C. If an Employee is released early from jury duty she/he is expected to report for work for the balance of the day. The Employee is entitled to regular lunch hour and break times, and reasonable travel time.

ARTICLE 34

INSURANCE BENEFITS

- A. Insurance Benefits (general provisions):
1. Only Full-time employees and their eligible dependents will be eligible for Employer provided Insurance Benefits under this Article.

Full-time employees whose spouse is also employed full-time by the Employer or who is a retiree of the Employer will be entitled to only one (1) medical, prescription drug, dental and vision plan for both employee(s)/retiree and eligible dependents. Such employee(s)/retiree shall not be eligible for the insurance waiver payment.

2. Full-time employees may elect to cover their current spouse on the Employer's medical, prescription drug, dental and vision plans.

Full-time employees may elect to cover their eligible children up to the age twenty-six (26) on the Employer's medical, prescription drug, dental and vision plans. Supporting documentation must be provided to Human Resources as requested.

3. Full-time employees and their eligible dependents will be covered on the first day of the month following thirty (30) days of continuous employment for the Employer's medical, prescription drug, dental and vision plans as well as life insurance.

B. Medical and Prescription Drug Plan:

1. The Employer shall provide the medical plan options as attached in Appendix A, or its substantial equivalence. The Employer agrees to contribute to a qualified Health Savings Account (HSA) 100% of the Plan's deductible in January of 2018, and 50% of the Plan's deductible in January of 2019. The 80/20 and Hard Cap Rule of PA 152 will not apply to members of this Bargaining Unit for 2018 and 2019. Employees may elect to contribute to the HSA within the IRS-established limitations.
2. Full-time employees who elect not to participate in the Employer's medical and prescription drug plans and who have coverage elsewhere shall receive a monthly insurance waiver payment of \$166.00 for a single contract and \$333.00 for a two person/family contract. The insurance waiver will be paid in the employee's regular paycheck, subject to normal deductions.
 - a. Full-time employees shall establish proof of their eligibility to receive the insurance waiver payment.
 - b. Full-time employees participating in the insurance waiver who lose coverage shall be allowed to enroll in Employer's medical, prescription drug, dental and vision plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.

C. Dental Plan: The Employer shall provide a dental plan to full-time employees and their eligible dependents as outlined in Appendix A, or its substantial equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are an IRS claimable dependent.

D. Vision Plan: The Employer shall provide a vision plan to full-time employees and their eligible dependents as outlined in Appendix A, or its substantial equivalence. Dependents ages 19-26 may be eligible for vision coverage if they are an IRS claimable dependent.

E. Life Insurance/AD&D: The life insurance benefit provided by the Employer shall be \$50,000 with Accidental Death & Dismemberment double indemnity coverage.

F. Short Term Disability: The Employer shall pay the Employee at her/his current rate of salary up to 90 calendar days, until the long-term disability commences. The Employee will use five (5) days of Paid Time Off (PTO) as part of the ninety (90) days.

G. Long Term Disability: Full-time employees covered by this Agreement will be provided a Long Term Disability program upon the expiration of Short Term Disability benefits, with a 66.67% monthly benefit not to exceed \$6,000.00 per month. The provider shall be determined by the Employer. The cost for this Long Term Disability coverage will be paid by the Employer.

- H. Part-time employees shall not be eligible for Employer's medical, prescription drug, dental and vision plans, short term disability, long term disability, and life insurance during employment and/or retirement.
- I. A Health Care Task Force Committee will be established, consisting of representatives from the Employer and the Union for the purposes outlined below:
 - 1. To receive and review information pertaining to medical, prescription drug, dental and vision plans covered in this Agreement.
 - 2. To meet and discuss medical, prescription drug, dental and vision plans, prior to the Employer's implementation of substantially equivalent changes, as noted in this Article, including but not limited to plan provider/carrier changes.

ARTICLE 35

WORKERS' COMPENSATION

- A. Each Employee shall be covered by applicable Michigan Workers' Compensation Laws as amended from time to time. Any Employee who becomes injured during the performance of the Employee's duties shall report the injury within twenty-four (24) hours on forms provided by the Employer.
- B. The Employer agrees to continue all insurance and other benefits during the period of time the Employee is disabled. The benefits provided by this section are limited to pension benefits, insurance benefits, disability benefits as specifically provided in this labor agreement.
- C. A work related injury will be managed pursuant to Michigan Workers' Compensation laws.
- D. An Employee unable to return to duty upon the expiration of one (1) year (two (2) years for positions in Public Works, Operations and Facilities, and Building) of Workers' Compensation shall be terminated by the Employer. The Employer will have no further obligation to the former Employee.

ARTICLE 36

TRAVEL EXPENSE REIMBURSEMENT

- A. Employees required to use their own car in the pursuit of their duties will receive the following reimbursement on a monthly basis.
- B. The Township agrees to pay the amount of mileage that is approved by the Charter Township of Chesterfield Board; however, in no case will it be less than the IRS Standard published rates.

- C. All requests for reimbursement of necessary expenses incurred will be documented and supported on the forms to be furnished by the Employer. It is agreed that if the Employer provides vehicles, this Article shall become null and void.
- D. In the event an Employee while utilizing his/her personal vehicle, in the performance of their job duties, is involved in an accident and not found at fault, the Township agrees to compensate the Employee any and all losses not covered by their personal insurance policy.

ARTICLE 37

JOB DESCRIPTIONS

The Employer will share job descriptions with the Union to get the Union’s input prior to approving any job description. The Employer has the sole and exclusive right to develop, modify, and approve all job descriptions.

ARTICLE 38

SALARY SCHEDULES

- A. The Salary Schedules for Employees for each year of their employment with Chesterfield Township, in the classifications indicated, expressed in terms of annual salaries for each year of this Agreement, are set forth below:

		<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>	<u>LEVEL 5</u>
GROUP A	2018	\$56,006.51	\$58,952.24	\$61,391.75	\$66,653.13	\$68,931.09
	2019	\$57,126.64	\$60,131.28	\$62,619.58	\$67,986.19	\$70,309.71
GROUP B	2018	\$66,776.99	\$68,931.09	\$71,125.04	\$73,935.05	\$75,931.90
	2019	\$68,112.53	\$70,309.71	\$72,547.54	\$75,413.75	\$77,450.54
GROUP* B1	2018					\$72,720.00
	2019					\$74,174.40
*Deputy Clerk – Salary & Benefits are determined by attached Letter of Understanding						
GROUP C	2018	\$74,316.34	\$76,470.43	\$78,971.33	\$81,317.14	\$82,394.19
	2019	\$75,802.66	\$77,999.84	\$80,550.76	\$82,943.48	\$84,042.08
GROUP D	2018	\$83,184.74	\$86,163.86	\$90,031.54	\$93,164.67	\$96,282.73
	2019	\$84,848.44	\$87,887.13	\$91,832.17	\$95,027.97	\$98,208.39

Additional
Deputy Pay

GROUP A	Assistant Parks and Recreation Director	N/A
	Parks and Recreation Director	N/A
	Senior Center Coordinator	N/A
GROUP B	Planning and Zoning Administrator	N/A
GROUP B1	Deputy Clerk – *Salary & Benefits are determined by attached Letter of Understanding	N/A
GROUP C	Assistant Building and Ordinance Administrator	N/A
	Assistant Finance Director	N/A
	Collections and Investment Coordinator	\$3,000.00
	DPW Assistant Superintendent	N/A
	Operations and Facilities Maintenance Director	N/A
GROUP D	Assessor IV	N/A
	Building and Ordinance Administrator	N/A
	DPW Superintendent	N/A
	Finance Director	N/A
	Township Engineer	N/A

- B. Assistants within a group are capped at a level 3.
- C. Employees increase a level on the first day of the fiscal period.
- D. When a position is filled with someone outside of the Union, the starting level within their applicable group may be determined by the board.

ARTICLE 39

MISCELLANEOUS

- A. The Union will be permitted the use of Township facilities for regular and special business meetings of the Union without charge, provided the Union makes application and conforms to all regulations as established.
- B. Designated bulletin boards, courier mail service, and reasonable telephone service shall be made available to the Unit for Union business.
- C. The Union shall have the use of office equipment for Union business.
- D. Copies of this Agreement shall be printed at the expense of the Union and an original signed copy shall be presented to the Employer.

- E. Break Period: All Employees are entitled to two (2) unscheduled fifteen (15) minute break periods, one in the morning and one in the afternoon.
- F. Pay Period: Pay periods are completed at the end of the workday every other Wednesday. Employees will be paid bi-weekly by check on the second Wednesday for work completed during the last period. Paychecks will be distributed before the end of that day. If the normal payday falls on a holiday, checks will be distributed one day prior to that holiday.
- G. Payroll Deductions: The Township is required by federal and state law to make payroll deductions for income tax purposes. Deductions may include Federal withholding, State withholding, Social Security (FICA), Medicare Tax, Township pension plan and Union dues. Upon agreement of the Employer, other voluntary deductions may be made, such as Township's Credit Union, deferred compensation, and/or disability insurance.

ARTICLE 40

ATTACHMENTS

The Union and Employer agree that any Letter of Agreement or Letter of Understanding not attached to this Labor Agreement is null and void and not enforceable.

ARTICLE 41

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan and of the United States in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement and the parties hereby agree that insofar as possible, each of the terms and provisions hereof are severable.

ARTICLE 42

SUCCESSOR

This Agreement shall be binding upon the Employer's successor, assignees, or transferees. Whether such succession, assignment or transfer is affected voluntarily or by the operation of the law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

ARTICLE 43

TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect until December 31, 2019.

- B. If either Party wishes to terminate or modify this Agreement, said Party shall provide written notice to the other Party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Paragraph A., above.
- C. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Agreement.

FOR THE UNION:

FOR THE TOWNSHIP:

Denis Martin, Staff Representative
AFSCME Council 25

Daniel J. Acciavatti, Supervisor

Victoria Bauer, Bargaining Team Member
AFSCME Local #1917 (Management Group)

Cindy Berry, Clerk

Ellen Clark, Bargaining Team Member
AFSCME Local #1917 (Management Group)

Paul Lafata, Treasurer

Kevin Johnson, Bargaining Team Member
AFSCME Local #1917 (Management Group)

Megan Burke, Acting Director of Human
Resources

Dated: _____